

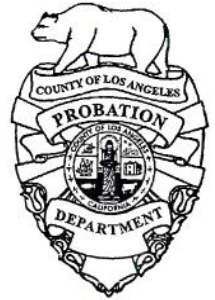


ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CA 90242

(562) 940 – 2501



November 12, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AUTHORIZATION TO ACCEPT FUNDS FROM THE OFFICE OF TRAFFIC AND SAFETY WITH THE COUNTY OF SAN DIEGO PROBATION DEPARTMENT AS GRANT ADMINISTRATOR

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT:

The County of Los Angeles Probation Department (Probation) is requesting that your Board authorize the Chief Probation Officer to accept grant funding from the California Office of Traffic Safety (OTS) on behalf of the County of Los Angeles to continue funding the DUI (Driving under the influence) Program currently established in the Pomona Valley area.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt a Resolution (Attachment I) to support the Probation Department's participation in the California Probation Adult Felony and Repeat DUI Offender Program with the County of San Diego Probation Department as the grant administrator.
2. Authorize the Chief Probation Officer to execute a Memorandum of Agreement (MOA) after approval by OTS and as to form by County Counsel, substantially similar to the attached sample agreement (Attachment II) with the County of San Diego to accept an allocation of \$962,559 from OTS covering October 1, 2008 through September 30, 2010.

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES EXPRESSING SUPPORT AND AUTHORIZING PARTICIPATION IN THE CALIFORNIA PROBATION ADULT FELONY AND REPEAT DUI OFFENDER PROGRAM

WHEREAS, California Vehicle Code Sections 2908 and 2909 provide for the apportionment of federal highway safety funds through Office of Traffic Safety to state and local governmental agencies, and the Office of Traffic Safety distributes federal funding apportioned to California under the National Highway Safety Act and the Transportation Equity Act for the 21st Century (TEA-21); and

WHEREAS, in accordance with these statutes, the County of Los Angeles Probation Department desires to participate in the California Probation Adult Felony and Repeat DUI Offender Program with the County of San Diego Probation Department as the grant administrator; and

WHEREAS, the Board of Supervisors supports the County's participation in this program and have authorized the Chief Probation Officer to apply for and accept the Office of Traffic Safety Funding with the County of San Diego as the grant administrator.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the County of Los Angeles Board of Supervisors approve the County's Office of Traffic Safety application, participation in the DUI Offender Program as a sub-grant participant with the County of San Diego,

IT IS FURTHER RESOLVED that the Board of Supervisors of the County of Los Angeles authorize the Chief Probation Officer, or his designee, to submit and/or to sign any Memorandums of Agreement with participating counties, amendments, or extensions thereof.

IT IS FURTHER RESOLVED that the County of Los Angeles will adhere to the statutory requirements of the National Highway Safety Act and the Transportation Equity Act for the 21st Century (TEA-21), investment of allocated monies, including any interest earnings, expenditure of said funds, and the submission of required reports to the Office of Traffic Safety.

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The foregoing resolution was on the 12TH day of NOVEMBER, 2008, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which Board so acts.



SACHI A. HAMAI, Executive Officer-Clerk of
the Board of Supervisors of the County of Los
Angeles

By


Deputy

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By


Gordon W. Trask
Principal Deputy County Counsel

37 of NOV 12 2008

-Draft-
Memorandum of Agreement
LOS ANGELES COUNTY AND SAN DIEGO COUNTY
California Probation Felony and Repeat DUI Offender Program
Office of Traffic Safety Grant Project # AL0962
October 1, 2008 through September 30, 2010

Parties

This Memorandum of Agreement ("MOA") is entered into this 1st day of October, 2008 and is made between the County of San Diego by and through its Department of Probation and the County of Los Angeles by and through its Department of Probation. The parties to this MOA may be referred to herein collectively as the "parties" or individually as a "party."

Recitals

1. The Office of Traffic Safety (OTS) distributes federal funding apportioned to California under the National Highway Safety Act and the Transportation Equity Act for the 21st Century (TEA-21). Grants are used to mitigate traffic safety program deficiencies, expand ongoing activities, or develop new programs. OTS grants address traffic safety priority areas including Driving Under the Influence (DUI).

2. San Diego County Probation Department continues as the Grant Administrator for the \$5,699,058 grant funds covering from October 1, 2008 through September 30, 2010. Responsibilities include, but are not limited to, facilitating the claiming and reporting processes and coordinating other grant activities over the next two years. San Diego Probation Department believes that the statewide implementation of a DUI Offender program is a worthy endeavor because it provides much needed intensive supervision and intervention services to a high risk DUI offender population.

3. OTS grant funds are to be used to support the goal of development, implementation, and management of the California Probation Adult DUI Offender program to provide enhanced supervision of adult DUI offenders who are on probation. Improved communication, collaboration, and information sharing between law enforcement and probation will enhance the ability to arrest probationers identified with outstanding warrants, violations of probation, and who are a danger to the community. In addition, accountability of offenders on probation for driving under the influence offenses will be significantly increased.

4. **California Probations Repeat DUI Offender Program:** Los Angeles County will provide DUI related services to offenders on probation including:

- a. **Project Goal # 1:** To reduce the number of persons killed in alcohol-involved collisions 10% from the 2005 base year total of 14 to 13 by September 30, 2009, and an additional 10% to 12 by September 30, 2010.

- b. **Project Goal # 2:** To reduce the number of persons injured in alcohol-involved collisions 5% from the 2005 base year total of 189 to 180 by September 30, 2009, and an additional 5% to 171 by September 30, 2010.
- c. **Project Goal # 3:** To reduce the number of new DUI offenses by DUI probationers 10% from the 2007 base year total of 31 to 28 by September 30, 2009, and an additional 10% to 25 by September 30, 2010.
- d. **Project Objective # 1:** To develop an Operational Plan to establish the method of operation and the policies applicable to carry out the grant program by October 31, 2008.
- e. **Project Objective # 2:** To obtain and utilize a risk or needs assessment tool to identify high-risk DUI offenders for placement on formal probation by December 31, 2008, and continue throughout the grant.
- f. **Project Objective # 3:** To work with court officials and the prosecutor's office throughout the grant period to ensure the court establishes probation orders necessary to conduct and sustain intensive supervision of DUI probationers.
- g. **Project Objective # 4:** To establish 5 caseloads of 100 high-risk DUI probationers per caseload for intensive supervision by December 31, 2009.
- h. **Project Objective # 5:** To conduct 1 warrant sweeps targeting DUI suspects who fail to appear in court and/or both informal and formal DUI probationers who fail to comply with the terms and conditions of probation by September 30, 2009, and an additional 4 warrant sweeps by September 30, 2010.
- i. **Project Objective # 6:** To conduct 140 unannounced field contacts (field, home, work-site contacts) with DUI probationers by September 30, 2009, and an additional 420 field contacts by September 30, 2010.
- j. **Project Objective # 7:** To make 1000 office contacts with DUI probationers by September 30, 2009, and an additional 3000 office contacts by September 30, 2010.
- k. **Project Objective # 8:** To conduct 40 **unannounced** home searches/ or 4th waiver searches of DUI probationers by September 30, 2009, and an additional 120 home searches by September 30, 2010.
- l. **Project Objective # 9:** To conduct 1,180 alcohol and other drug tests of DUI probationers by September 30, 2009, and an additional 3,540 alcohol and other drug tests by September 30, 2010.
- m. **Project Objective # 10:** To establish a "HOT" (Habitual Offender Tally) Sheet program to notify other local law enforcement agencies to be on

the lookout for identified high-risk DUI offenders and/or individuals with outstanding warrants, or who may be driving without a valid license by January 1, 2009 and update on a monthly basis throughout the grant period.

- n. **Project Objective # 11:** To track and report probation violations and probation revocation proceedings initiated for program participants who fail to abide by the terms and conditions of probation throughout the grant period.
- o. **Project Objective # 12:** To **establish** all grant-funded positions and train staff on defined roles and duties, including data collection and reporting requirements, by December 31, 2009.
- p. **Project Objective # 13:** To submit in a timely manner all statistical data, financial reimbursement claims, and quarterly performance reports, as required by OTS, throughout the grant period.
- q. **Project Objective # 14:** To participate in the County Avoid Campaign throughout the grant period.
- r. **Project Objective # 15:** To participate in or conduct 1 Special Operation (sobriety checkpoints, stakeouts, stings and other DUI surveillance and suppression operations) by September 30, 2009 and an additional 4 by September 30, 2010.
- s. **Project Objective # 16:** To establish contact with program providers of the repeat offender DUI programs to help enforce compliance with the programs from the 2006 baseline total of 630 of 700 to 700 of 700 by September 30, 2010.
- t. **Project Objective # 17:** To conduct promotional/public relations activities.

5. The Los Angeles County Board of Supervisors authorizes the Los Angeles County Probation Department to accept DUI Offender Program grant funds and to enter into a memorandum of agreement with the County of San Diego for the disbursement and administration of grant funds.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of MOA:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the receipt of such notice by the other party to this MOA. Notice of the authorized representative should be sent to each party as follows:

<u>County of San Diego</u> <u>Probation Department</u>	<u>Los Angeles County</u>
Program Contact: <ul style="list-style-type: none"> • NAME: Rosario Rull • TITLE: Manager, Management Services • PHONE: 858-514-3120 • MAIL STOP: P-232 • EMAIL: Osee.Rull@SDCounty.ca.gov Accounting Contact: <ul style="list-style-type: none"> • NAME: Terry Bangayan • TITLE: Principal Accountant • PHONE: 858-514-3226 • MAIL STOP: P-232 • EMAIL: Terry.Bangayan@SDCounty.ca.gov 	Program Contact: <ul style="list-style-type: none"> • NAME: Robert B. Taylor • TITLE: Chief Probation Officer • PHONE: 562-940-2501 • MAIL STOP: 9150 E. Imperial Highway, Downey, CA 90242 • EMAIL: Robert.Taylor@probation.lacounty.gov Accounting Contact: <ul style="list-style-type: none"> • NAME: Ed Jewik • TITLE: Budget/Fiscal • PHONE: 562-940-2593 • MAIL STOP: : 9150 E. Imperial Highway, Downey, CA 90242 • EMAIL: Ed.Jewik@probation.lacounty.gov

2. Parties' Responsibilities

- 2.1. **Responsibilities of San Diego Probation Department:** San Diego Probation Department will process billing for completion of work authorized pursuant to this MOA and planned deliverables.

2.1.1 San Diego County Probation will review and process appropriate claims.

2.1.2 San Diego County Probation will review and process Progress Reports.

2.2. Responsibilities of Los Angeles County:

2.2.1 Los Angeles County agrees to comply with all terms and conditions of the grant and will provide the services identified in ***Schedule A-OTS 38b Project Description***.

2.2.2 Los Angeles County will provide quarterly evaluation reports (See Attached Schedule C) electronically no later than 15 calendar days following the end of the quarter with a signed, paper copy to be postmarked within five (5) additional calendar days. The final progress report is to be submitted electronically no later than 30 calendar days following the project end date, or October 30, 2010, with a signed, paper copy to be postmarked within ten (10) additional days, or November 10, 2010. Email address for submitting progress reports is maria.joseph@SDCounty.ca.gov. Evaluation reports and claims shall be submitted together.

2.2.3 Los Angeles County agrees to comply with fiscal responsibilities and requirements related to project accounting, equipment management, record retention, and audits as described in **Chapter 4, OTS Manual**. The online manual can be found at <http://www.ots.ca.gov/grants/program.asp>.

3. Compensation

3.1 Los Angeles County shall receive OTS grant funds amounting to no more than the approved budget of \$962,559 for the performance of Los Angeles County's obligations under this MOA. San Diego Probation Department agrees to disburse said OTS grant funds to Los Angeles County in arrears only after receipt and approval by San Diego Probation Department of properly submitted, detailed and itemized original invoice referencing this MOA, and once funds are made available to San Diego County Probation Department by OTS. Services to be paid for upon receipt of a claim from Los Angeles County in the format specified in **OTS 39a Project Claim Invoice with Instructions (Chapter 5, OTS Manual)**, incorporated herein by reference. The online claim can be found at <http://www.ots.ca.gov/forms/default.asp>.

3.2 Claims are to be submitted electronically to San Diego County Probation no later than 15 calendar days following the end of the quarter with a signed, paper copy to be postmarked within five (5) additional calendar days. The final claim is to be submitted electronically no later than 30 calendar days following the project end date, or October 31, 2010, with a signed, paper copy to be postmarked within ten (10) additional calendar days, or November 10, 2010. Email address for submitting claims is maria.joseph@SDCounty.ca.gov. Claims and Evaluation reports shall be submitted together.

3.3 Total cost shall not exceed \$962,559. Invoices or expenditure reports, with supporting documentation will be prepared by Los Angeles County and submitted quarterly to:

County of San Diego
Probation Department, Accounting (P-232)
9444 Balboa Ave, Suite 500
San Diego, CA 92123
Attn: Maria Joseph, Associate Accountant

4. **Disclaimer/Disallowances:** San Diego County is not responsible for any audit disallowances that may arise from this MOA with participating counties.

5. **Amendments to MOA:** Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by each party's authorized administrative representative. The County of Los Angeles' authorized administrative representative shall not have authority to amend this MOA for an expenditure that exceeds the OTS grant funds distributed to the County of Los Angeles pursuant to this MOA. Budget Amendments may be required.

6. **Scope of MOA:** This MOA only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the

parties, except that the parties may by written amendment amend the scope of this MOA.

7. **Term:** This MOA shall become effective on the date all of the parties have signed this MOA but no earlier than October 1, 2008, and be in force until September 30, 2010.
8. **Termination:** This MOA may be terminated at any time by either party by providing 30 days' written notification to the non-terminating party.
9. **Indemnification:**

- a. Claims Arising From Sole Acts or Omissions of County

The County of San Diego (County) hereby agrees to defend and indemnify the County of Los Angeles, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'Los Angeles'), from any claim, action or proceeding against Los Angeles, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Los Angeles may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Los Angeles shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

- b. Claims Arising From Sole Acts or Omissions of Los Angeles

Los Angeles hereby agrees to defend and indemnify the County of San Diego, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'County') from any claim, action or proceeding against County, arising solely out of the acts or omissions of Los Angeles in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve Los Angeles of any obligation imposed by this Agreement. County shall notify Los Angeles promptly of any claim, action or proceeding and cooperate fully in the defense.

- c. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and Los Angeles hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Los Angeles. In such cases, County and Los Angeles agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

- d. Joint Defense

Notwithstanding paragraph 3 above, in cases where County and Los Angeles agree in writing to a joint defense, County and Los Angeles may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Los Angeles and County. Joint defense counsel shall be selected by

mutual agreement of County and Los Angeles. County and Los Angeles agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. County and Los Angeles further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Los Angeles.

e. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Los Angeles may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

10. Insurance:

Without limiting the indemnification of each party, it is understood and agreed that San Diego County and Los Angeles County shall each maintain, at their sole expense, insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities throughout the term of this agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Dated: _____

**County of San Diego,
Probation Department**

By: _____

Dated: _____

Los Angeles County

By: _____

CONTACTS

SAN DIEGO PROBATION DEPARTMENT

Program Contact:

- **NAME:** Rosario Rull
- **TITLE:** Manager, Probation Management Services
- **PHONE:** 858-514-3120
- **MAIL STOP:** P-232
- **EMAIL:** Osee.Rull@SDCounty.ca.gov

Accounting Contact:

- **NAME:** Terry Bangayan
- **TITLE:** Principal Accountant
- **PHONE:** 858-514-3226
- **MAIL STOP:** P-232
- **EMAIL:** Terry.Bangayan@SDCounty.ca.gov

LOS ANGELES COUNTY

Program Contact:

- **NAME:** Robert B. Taylor
- **TITLE:** Chief Probation Officer
- **PHONE:** 562-940-2501
- **MAIL STOP:** 9150 E. Imperial Highway, Downey, CA 90242
- **EMAIL:** Robert.Taylor@probation.lacounty.gov

Accounting Contact:

- **NAME:** Ed Jewik
- **TITLE:** Budget/Fiscal
- **PHONE:** 562-940-2593
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